



THOMAS L. GARTHWAITE, M.D.
Director and Chief Medical Officer

COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
313 N. Figueroa, Los Angeles, CA 90012
(213) 240-8101

BOARD OF SUPERVISORS

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November 17, 2005

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF AMENDMENT NO. 5 TO AGREEMENT NO. H-213354
WITH HILL-ROM COMPANY, INC. FOR BED MAINTENANCE
AND REPAIR SERVICES AT HARBOR/UCLA, LAC+USC,
AND OLIVE VIEW/UCLA MEDICAL CENTERS
(1st, 4th, and 5th Districts) (3 Votes)**

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Director of Health Services, or his designee, to sign Amendment No. 5 to Agreement No. H-213354 with Hill-Rom Company, Inc. (Hill-Rom), for the continued provision of hospital bed maintenance and as-needed repair services for the Intensive Care Units and total care beds at Harbor/UCLA, LAC+USC and Olive View/UCLA Medical Centers, effective January 1, 2006 through June 30, 2006, on a month-to-month basis, at a total maximum net County cost of \$102,263, for the six-month extension.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

The purpose of the recommended action is to ensure the continued provision of preventive bed maintenance and as-needed repair services, including all parts and labor, by Hill-Rom at Harbor/UCLA (Harbor), LAC+USC (LAC+USC), and Olive View/UCLA (Olive View) Medical Centers, effective January 1, 2006 through June 30, 2006, on a month-to-month basis. The six-month extension amendment is being requested to continue these services, pending the completion of a Proposition A Invitation for Bids (IFB) solicitation process.

FISCAL IMPACT/FINANCING:

The maximum net County cost for the provision of preventive bed maintenance and repair services at the three medical facilities, at the current rates per bed/model, is as follows: at Harbor, the maximum cost is \$43,122, at LAC+USC, the maximum cost is \$30,000, and at Olive View, the maximum cost is \$29,141, or a total maximum obligation of \$102,263 for the six-month extension.

Funding is included in the Fiscal Year 2005-06 Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

Los Angeles County hospitals have a combined total of more than 1,600 beds that require continued provision of hospital bed maintenance and repair services.

Harbor, LAC+USC, and Olive View have a combined total of more than 700 beds manufactured by Hill-Rom that require routine maintenance and as-needed repair services. Martin Luther King, Jr./Drew Medical Center and Rancho Los Amigos National Rehabilitation Center provide these services through existing staff resources.

On March 19, 2002, the Board approved a sole source agreement with Hill-Rom to provide preventive hospital bed maintenance and as-needed repair services, including all parts and labor, for the Intensive Care Units and total care beds at the three County facilities, effective upon Board approval through August 31, 2002.

On July 30, 2002, the Board approved Amendment No. 1 to Agreement No. H-213354 with Hill-Rom to continue the provision of hospital bed maintenance and repair services at the three County facilities, effective September 1, 2002 through June 30, 2003.

Subsequently, the Board approved Amendment Nos. 2 and 3 for the period beginning July 1, 2003 through June 30, 2005, as an interim measure pending the completion of Master Agreements that the Department of Health Services (DHS or Department) intended to develop to cover a variety of services, including equipment maintenance and repair services. The Department subsequently decided not to develop the Master Agreements for equipment maintenance services.

On July 1, 2005, the Board approved Amendment No. 4 to continue the provision of hospital bed maintenance and repair services at the three County facilities, effective July 1, 2005 through December 31, 2005 to allow the Department time to prepare and issue a Proposition A IFB to award a new agreement.

On October 21, 2005, the Department issued the Proposition A IFB. The Department advertised the IFB on the Los Angeles County On Line Web Site, DHS Web Site, and in local newspapers. The deadline for receipt of bids from interested vendors is November 18, 2005.

Amendment No. 5 will extend the amendment for six additional months on a month-to-month basis, effective January 1, 2006 through June 30, 2006. During the extension period, the Department will continue with the IFB solicitation process which includes the submission of the avoidable cost analyses from the three facilities to the Auditor-Controller to determine the cost-effectiveness of the new agreement.

The existing Agreement contains the latest provisions regarding contractor's acknowledgment of County's commitment to the Safely Surrendered Baby Law and payment for services provided following expiration/termination of the contract.

The administrative staff at the three County facilities will continue to monitor the contractor's performance to assure compliance with the terms and conditions of the Agreement.

Attachment A provides additional information.

County Counsel has approved the Amendment (Exhibit I) as to use and form.

CONTRACTING PROCESS:

County Counsel and the Chief Administrative Office - Risk Management Operations approved the issuance of a Proposition A IFB, which the Department released on October 21, 2005. The Department advertised the IFB on the Los Angeles County On Line Web Site, DHS Web Site, and in local newspapers. The deadline for receipt of bids from interested vendors is November 18, 2005.

The Department anticipates completion of contract negotiations and submission of the proposed agreement to the Board before the expiration of this amendment.

IMPACT OF CURRENT SERVICES (OR PROJECTS):

Approval of Amendment No. 5 will ensure the continued and uninterrupted provision of hospital bed maintenance and repair services at Harbor, LAC+USC, and Olive View Medical Centers, pending completion of the IFB.

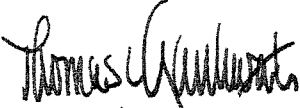
The Honorable Board of Supervisors

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When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Thomas L. Garthwaite".

Thomas L. Garthwaite, M.D.

Director and Chief Medical Officer

TLG:daz

BLETCD4029.DZ

Attachments (2)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors
Auditor Controller

SUMMARY OF AMENDMENT

1. **TYPE OF SERVICE:**

Preventive bed maintenance and as-needed repair services, including all parts and labor, for the Intensive Care Unit and total care beds at Harbor/UCLA (Harbor), LAC+USC (LAC+USC), and Olive View/UCLA (Olive View) Medical Centers.

2. **AGENCY ADDRESS AND CONTACT PERSON:**

Hill-Rom Company, Inc.
1069 State Route 46E
Batesville, IN 47006
Attention: Wendy L. Tresner, Contract Administration Supervisor
Telephone: (800) 445-3730 Fax: (812) 931-2520

3. **TERM:**

The term of Amendment No. 5 will be effective January 1, 2006 through June 30, 2006, on a month-to-month basis.

4. **FINANCIAL INFORMATION:**

The maximum net County cost for hospital bed maintenance and repair services at the three County medical facilities is as follows: 1) Harbor, \$43,122; 2) LAC+USC, \$30,000; and 3) Olive View, \$29,141, for a total maximum obligation of \$102,263, for the six-month extension.

Funding is included in the Fiscal Year 2005-06 Final Budget.

5. **PROGRAM INFORMATION:**

The Amendment will ensure the continued and uninterrupted provision of hospital bed maintenance and repair services at the three County facilities by Hill-Rom Company, Inc.

6. **APPROVALS:**

Harbor:	Tecla A. Mickoseff, Chief Executive Officer
LAC+USC:	Pete Delgado, Chief Executive Officer
Olive View:	Melinda D. Anderson, Chief Executive Officer
Contracts and Grants Division:	Cara O'Neill, Chief
County Counsel (as to form):	Christina A. Salseda, Deputy County Counsel

EXHIBIT I

Contract No. H-213354

HOSPITAL BED MAINTENANCE AND REPAIR SERVICES AGREEMENT

AMENDMENT NO. 5

THIS AMENDMENT is made and entered into this _____ day
of _____, 200_,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

HILL-ROM COMPANY, INC. (here-
after "Contractor").

WHEREAS, reference is made to that certain document entitled
"HOSPITAL BED MAINTENANCE AND REPAIR SERVICES AGREEMENT", dated
March 19, 2002, and further identified as Agreement No. H-213354,
and Amendment Nos. 1, 2, 3, and 4 thereto (all hereafter
"Agreement"); and

WHEREAS, Agreement is slated to expire on December 31, 2005,
and it is the desire of the parties to extend the term of
Agreement on a month-to-month basis for up to six (6) months,
effective January 1, 2006 through June 30, 2006; and

WHEREAS, County intends to complete a competitive selection
process (i.e., invitation for bids) to award a new contract during
the contemplated extension; and

WHEREAS, except as set forth herein, it is the desire of the
parties hereto to extend the terms and conditions set forth in the
Agreement to apply to and through the term of this Amendment; and

WHEREAS, the Agreement provides that changes to its provisions may be made in the form of a written amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties hereby agree as follows:

1. The term of this Agreement is hereby extended on a month-to-month basis for up to six (6) months from January 1, 2006 through June 30, 2006.

2. That Paragraph 44, TERMINATION FOR CONVENIENCE, be added in the "Additional Provisions" section as follows:

"44. TERMINATION FOR CONVENIENCE: The performance of services under this Agreement may be terminated when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery to Contractor of a written Notice of Termination at least ten (10) days in advance of the termination date, specifying the date upon which such "termination" becomes effective.

After receipt of a Notice of Termination and except as otherwise directed by County, Contractor shall stop services under this Agreement on the date specified in such Notice of Termination.

After receipt of a Notice of Termination, Contractor shall submit to County in the form and with the

certifications as may be prescribed by County, its termination claim and invoice. Such claims and invoice shall be submitted no later than three (3) months following the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine in the reasonable exercise of its judgement on the basis of information available to County, the amount, if any, due to Contractor in respect to the termination and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

Contractor, for a period of seven (7) years after final settlement under this Agreement, shall make available to County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Agreement. All such books, records, documents or other evidence shall be retained by Contractor or made available by Contractor at a location in Los Angeles County and shall be made available within twenty working days of request during County's normal business hours to representatives of County for purposes of inspection or audit."

3. To the extent not inconsistent with this Amendment and except as set forth and/or in accordance with terms herein, the parties hereby agree and confirm the terms and conditions as set forth in the Agreement.

4. During the term of this Amendment, Contractor shall be compensated according to the existing payment provisions and rates.

5. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officers, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Thomas L. Garthwaite, M.D.
Director and Chief Medical
Officer

HILL-ROM COMPANY, INC.
Contractor

By _____
Signature

Print Name

Title _____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM:
BY THE OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Cara O'Neill, Chief
Contracts and Grants Division

AMENDCD4028.DZ
dz:11/16/05